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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM323483 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST IN UNITED

STATES TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLOW & HEARTH, LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Association: UNITED STATES		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4580473	SILLIES
Serial Number:	86294399	ВВОР
Serial Number:	86389160	WHEEL TOWN
Serial Number:	86389124	ARCHIFORM

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152668
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	11/18/2014

Total Attachments: 3

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FIRST SUPPLEMENT TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 31st day of October, 2014 by PLOW & HEARTH, LLC, a Delaware limited liability company (the "Grantor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated January 6, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0563 (as amended of record from time to time, hereinafter, the "Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

- 1. <u>Definitions</u>. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
- 2. <u>Supplement to Schedule A.</u> <u>Schedule A</u> to the Grant is hereby supplemented, but not replaced, by <u>Schedule A-1</u> annexed hereto.

3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

PLOW & HEARTH, LLC, as Grantor

Name:

Title:

[Signature Page to First Supplement to Grant of Security Interest in United States Trademarks]

SCHEDULE A-1

<u>Mark</u>	App. No/Reg. No	App./Reg. Date	Owner	
BBOP	86294399	05/29/14	PLOW &	
			HEARTH, LLC	
	85403952	08/22/11	PLOW &	
SILLIES	4580473	08/05/14	HEARTH, LLC	
Wheel Town	86389160	09/09/14	PLOW &	
			HEARTH, LLC	
Archiform	86389124	09/09/14	PLOW &	
			HEARTH, LLC	

RECORDED: 11/18/2014